



Dear Christmas in the Square, Santa's Gift Shop Applicant:

Frisco Square and Frisco Family Services invites you to apply for participation in Christmas in the Square's Santa Gift Shop to be held December 12, 13, 19, 20, 2008 from 5:30 pm to 9:30pm. You may participate in both weekends or pick 1 or the other, but each weekend is a commitment of both Friday and Saturday nights. A portion of the proceeds from this event will benefit the Frisco Family Services. This event will be open to the entire community.

Due to the volume of applicants and limited space, vendors will be accommodated on a first-come, first-served basis. Submission of an application does not guarantee acceptance. The Frisco Square and Frisco Family Services staff reserves the right to select or refuse vendors at its sole discretion.

For an application to be considered, the following items must be completed and enclosed:

- 1) Application
- 2) Hold Harmless agreement
- 3) Photograph of your merchandise and/or display – digital photos and color photocopies are accepted

Incomplete forms will not be accepted.

Applications and photographs become the property of Frisco Square. There is no refund for inclement weather. The Santa's Gift Shop will be held outdoors in a 60' x 120' tent with heat, lighting, sides and flooring. **The 10" x 10" booths are located outdoors in the "tent" so all merchandise, set ups will need to be taken down each evening, there will be NO security.**

As a Frisco Square and Frisco Family Services vendor, you must register by Nov 15, 2008 to participate. No vendor is allowed to set up until they have registered with the Frisco Square and Frisco Family Services staff. Your table must be ready for business by 5:00pm each night and staffed until Santa's Gift Shop closes at 9:30 pm. Absolutely no dogs, cats, or pets of any kind will be allowed with vendors on the Frisco Square grounds at any time.



Official Vendor Application

Please PRINT or TYPE neatly.

Business Name: _____

Contact Name: _____

Mailing Address: _____

City, State, Zip: _____

Daytime Phone: _____ Alternate Phone: _____

Email: _____

Website (if applicable): _____

Booth (10' x 10') @ \$300.00 (2 weekends) \$ _____

Booth (10' x 10') @ \$150 (1 weekend) \$ _____

6' Table @ \$10.00 per table, per weekend \$ _____

Dedicated power drop to booth \$50 per weekend \$ _____

Total Amount Enclosed \$ _____

Height of booth dividers _____

*Required: List items that you are displaying or selling during Santa's Gift Shop in the space below. Please be specific and include price range.

Cash, cashier's checks, or money orders will be accepted no later than November 15, 2008. No personal checks will be accepted.

Miscellaneous Information:

Frisco Square and Frisco Family Services will not assume responsibility for damage or theft of your property. Vendor is responsible for submitting all applicable taxes directly to the proper agency. Very limited water is available. All sale and display items must be contained within assigned area.

Please note: Submission of an application does not guarantee acceptance. Frisco Square and Frisco Family Services reserves the right to approve products. We will not offer any exclusives in products.

Santa's Gift Shop Hours:

December 12	5:30 pm – 9:30 pm
December 13	5:30 pm – 9:30 pm
December 19	5:30 pm – 9:30 pm
December 20	5:30 pm – 9:30 pm

Registration required before you set up

Set up is 2 ½ hours prior to start time

Vendors must be in place by 5:00 pm on each night.

Teardown begins at 9:30 pm and must be completed by 11:00 pm each night

All trash must be disposed of as directed in trash receptacles.



Vendor Checklist:

- _____ **Hold Harmless agreement signed**
- _____ **Photos of items to be sold (digital photos and color photocopies are acceptable)**
- _____ **Completed application (on file until November 15, 2008)**

I have read and understand the policies and procedures for Christmas in the Square's Santa's Gift Shop. I agree to follow all rules and regulations set forth by the Frisco Square and Frisco Family Services staff and understand that failure to do so can result in immediate expulsion without refund. I will have no dogs, cats, or pets of any kind, illegal substances, alcohol or weapons on my person, my tables, or my vehicle during Christmas in the Square.

Signature

Date

Mail or deliver applications to:
Christmas in the Square
Frisco Square
8856 Coleman Boulevard
Frisco, Texas 75034



Christmas in the Square Vendor Policies and Regulations

Santa's Gift Shop Hours:	December 12	5:30 pm – 9:30 pm
	December 13	5:30 pm – 9:30 pm
	December 19	5:30 pm – 9:30 pm
	December 20	5:30 pm – 9:30 pm

- **Deadlines and Payment Information:**
 - Rate is \$300 per 10' x 10' space for all 4 nights first come first serve or \$150 per weekend.
 - \$50 per dedicated power drop to booth per weekend.
 - Contracts must be signed and returned, along with payment in full, **no later than November, 15, 2008**. Please make checks payable to Frisco Square Development, LTD and mail to Paige Scheer, 8856 Coleman Blvd. Frisco, TX 75034. Frisco Square accepts, cash, money orders or cashier checks only.
- **Vendor Information:**
 - Booth space will be assigned in advance of Santa's Gift Shop, based on the order in which the signed contracts and payments were received. An effort will be made to separate vendors selling similar products. However, all booth assignments are final and no changes will be made during the set-up process for any reason.
 - Vendors may use their own tables and chairs. A 6ft rectangular table can be provided for a fee of \$10 per weekend – must be requested when booth is reserved as supply is limited. No dividers will be provided; however, vendors may provide dividers of their own.
 - The tent will be lit and heated, but if you require a dedicated outlet for lights, microwaves, radios etc you must request the dedicated power drop at \$50 per weekend when the booth is reserved. Vendors must supply their own power sources (extension cords, etc.) and **all vendors are limited to 1 power strip per booth. NO EXCEPTIONS**
 - Vendors will be responsible for setting up their own booths and for providing their own dollies/carts.
 - Vendors must keep the aisles free of merchandise and will be limited to the space provided. No hanging of any materials will be allowed on the walls or ceiling of the tent.
 - Vendors must tear down each evening, anything left in the tent overnight will be at your own risk.
 - Vendors will be responsible for their own cash box and receipts. Vendors will be responsible for collecting and making payment of all taxes.
 - Vendors may bring in their own meals.
 - Vendors must be in place by 5:00 pm each night. **NO EXCEPTIONS.**
 - Immediately after unloading, vehicles must be moved from the loading area to the city parking lots located on the East and West sides of the Frisco Square buildings.
 - Vendors must staff their space until Santa's Gift Shop is over and may not leave early.
 - For any food and beverage sold, vendor must submit and pay for a Health permit directly with the City of Frisco and await approval. Pre-packaged food does not require a health permit. (No samples can be given out)
 - Vendors must dispose of all trash according to the City of Frisco regulations. All recyclables in the "blue" carts and trash in the "green" carts.
 - Please visit www.friscosquare.com for complete list of events associated with Christmas in the Square.
- **Contacts:**
 - If you have any questions or need additional information, please contact Joni Klarin at joni@friscocenter.org.

Any vendor in violation of these policies will be permanently removed from the Christmas in the Square "Santa's Gift Shop" and no refund will be given.



Hold Harmless and Indemnity Agreement
Christmas in the Square
At Frisco Square
December 12, 13, 19, 20, 2008

I, _____, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless Frisco Square Development Ltd., Behringer Harvard Frisco Square, LP, BH FS I, LLC, BHFS II, LLC BH FS III, LLC BH FS IV, LLC, City of Frisco, Frisco Family Services, its officers, agents, independent contractors, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring on the above-stated date of the stated Santa's Gift Shop in Frisco, Texas.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including deaths, property damage, lost or stolen property, merchandise or money, lawsuits, judgments', court costs, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invites, licensees, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 200__.

Vendor: _____

Signature: _____

Printed Name: _____

Title: _____